

*READ THIS AGREEMENT. BY ACCESSING THIS SITE AND ALL DATABASES WITHIN, YOU AGREE TO THESE TERMS.*

**1. LICENSE.** Optum grants to Client a nonexclusive, nontransferable license to access and use the Site from locations within the United States for Client's internal, lawful, business use, and to the extent Client has paid the applicable fees for such access and use. Optum is the sole and exclusive owner of the Site and/or has been licensed to distribute the Site. Client acquires no right to the Site or to the information and data contained in the Site, except the nonexclusive right to use such information and data solely for Client's own internal business purposes, in accordance with this Agreement. Client shall have no right to allow any person or entity that is not an employee or consultant of Client to access the Site, directly or indirectly in any way, and Client must ensure that anyone with access to the Site through Client will comply with the provisions of this Agreement. Client shall not publish, translate or transfer possession of the Site.

**2. USERS.** Client may allow the number of users to access the Site for whom Client has paid the applicable fees.

**3. ACCESS.** Client may not sublicense, assign, or transfer this license to access the Site, or the output produced by the Site to any third party. Client may NOT link the Site to any public computer based medical information system, or to any public electronic bulletin board, or translate, decompile, or disassemble the Site, or create any derivative work based on the Site or the accompanying documentation.

**4. USER ID AND SECURITY.** After Client's registration and pre-payment of fees, Optum shall provide Client with an initial User ID to access the Site. Client agrees to maintain strict security procedures to prevent unauthorized use or disclosure of Client's User ID and to protect the Site from improper access. Client's User ID is personal to Client only. All fees incurred by persons to whom Client has disclosed a User ID shall be Client's sole responsibility.

**5. ACCURACY AND ERRORS.** Client agrees that Optum and its employees and agents shall not be held responsible or liable for any actions taken by Client, or any error, inaccuracy, or omission in any report or analysis Client prepares in connection with or through use of the Site, or for any damage (including, but not limited to consequential damages) resulting from it.

**6. LIMITED WARRANTY.** Optum warrants that the Site will perform in accordance with the user documentation for it. To the extent that the Site contains information Optum has received from third parties, Optum warrants only that the Site contains an accurate copy of the information that was delivered to Optum. Except as expressly provided in this Agreement, OPTUM DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND RELATING TO THE SITE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**7. LIMITATION OF DAMAGES.** Optum is not be responsible or liable for any actions taken by Client as a result of Client's use of the Site, or for any error, inaccuracy, or omission in any report or analysis Client prepares in connection with or through use of the Site, or for any damage resulting from such use. Each party's liability to the other party for direct damages arising out of this Agreement shall not exceed the amount Client has paid or owes Optum under this Agreement in the year in which the cause of action rose. Under no circumstances will either party or Optum's licensors be responsible under this Agreement for any indirect, incidental, special or consequential damages resulting from either party's performance or failure to perform under this Agreement, including, without limitation, the use of or inability to use the Site, any damage to equipment and any cost of recovering lost data or of reprogramming. Optum does not warrant that the Site will meet Client's requirements or that the operation of the Site will be uninterrupted or without error.

**8. COPYRIGHT AND CONFIDENTIALITY.** Client acknowledges that the Site, the information, process and technologies included therein, as well as any other information or materials made available to Client by Optum through the Site are valuable assets, trade secrets, and/or copyrighted material of Optum and that Optum retains title to them. Under no circumstances may Client copy information contained on the Site or the accompanying documentation for the purposes of distribution to others, nor may Client remove the copyright notices on the Site or the accompanying documentation.

**9. TERMINATION FOR BREACH.** Optum may terminate Client's access to the Site at any time if Optum reasonably believes that Client is in violation of this Agreement. This Agreement shall automatically terminate if Client fails to comply with any provision of this Agreement.

**10. COOKIES.** Optum may employ a use of a "cookie" that collects traffic data.

**11. BILLABLE SERVICES.** Analytic consulting services to support advanced reporting requests will be provided at Optum's then current hourly rates. Client will be invoiced for such charges, as incurred and will pay all invoices within thirty (30) days of the date of invoice.

**12. CPT TERMS.** *a.* Data obtained from use of the Site may contain Current Procedural Technology Codes ("CPT") owned by the American Medical Association ("AMA") and licensed to Optum. The terms of this Section apply only to CPT codes and related content. *a.* Optum's ability to deliver updated versions of CPT to Client is dependent upon continuing contractual relations with the AMA. CPT is copyright by the AMA and the AMA trademark is owned by the AMA. All notices or proprietary rights, including trademark and copyright in CPT must appear on all permitted back-up or archival copies made by Client. Client may copy information obtained from the Site only for back-up or archival purposes. Client shall ensure that any person or entity that Client authorizes to obtain access to CPT shall comply with the provisions of this Agreement. Client shall not use CPT codes or information contained therein in any public computer-based information system or public electronic bulletin board without secure access. Client shall not create any derivative works based on CPT.

*b.* Client shall not publish, distribute via the Internet or other public computer based information system, create derivative works (including translating), transfer, sell, lease, license or otherwise make available to any unauthorized party some or all of the CPT codes.

*c.* The AMA provides CPT "AS IS", without any liability to the AMA, including, without limitation, no liability for consequential or special damages or lost profits for sequence, accuracy or completeness of the CPT data. The AMA does not warrant that CPT will meet Client's requirements. The AMA disclaims any liability for any consequences due to use, misuse or interpretation of information contained or not contained in CPT.

*d.* CPT coding is commercial technical data and/or computer data bases and/or commercial computer Site and/or commercial computer Site documentation, as applicable, which were developed exclusively at private expense by the American Medical Association, 515 N. State Street, Chicago, IL 60610. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer Site and/or computer Site documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

**13. GENERAL TERMS.** The person choosing to indicate acceptance of this Agreement below represents that he/she is acting on behalf of Client, and that she/he has the authority to bind Client. Terms of a purchase order or other ordering or shipping document do not modify, amend, or add to the terms of this Agreement, and shall have no effect. In the event that a provision of this Agreement is determined to violate any law or is unenforceable, the remainder of the Agreement shall remain in full force and effect.